

Waterloo

Municipal Laborers #353 (Mixed)

7/1/2006 6/30/2009

ARTICLE I - RECOGNITION AND REPRESENTATION	5
1.01 - RECOGNITION	5
1.02 - NON-DISCRIMINATION IN EMPLOYMENT	5
1.03 - UNION STEWARDS - NUMBER AND DESIGNATION	5
1.04 - UNION STEWARDS	5
1.05 - UNION NEGOTIATION TEAM	5
1.06 - UNION BULLETIN BOARDS	6
1.07 - PAYROLL DEDUCTION	6
1.08 - UNION INDEMNITY FOR PAYROLL DEDUCTIONS	6
1.09 - TIME OFF FOR UNION FUNCTIONS	6
1.10 - UNION LEAVE	6
 ARTICLE II - MANAGEMENT RIGHTS	 6
 ARTICLE III - SENIORITY	 7
3.01 - RECOGNITION	7
3.02 - DEPARTMENTAL SENIORITY	7
3.03 - UTILIZATION	7
3.04 - LISTING	7
 ARTICLE IV - JOB OPENINGS AND PROBATIONARY EMPLOYEES	 7
4.01 - PRE-EMPTION OF CHAPTER 400 & CITY RULES AND REGULATIONS	7
4.02 - EMPLOYMENT OBJECTIVE	7
4.03 - PROBATIONARY EMPLOYEE - DEFINED	7
4.04 - PROBATIONARY EMPLOYEE'S PAY SCHEDULE	8
4.05 - PROBATIONARY EMPLOYEE - EVALUATION	8
 ARTICLE V - TRANSFER AND VOLUNTARY DEMOTION PROCEDURE	 8
 ARTICLE VI - REDUCTION IN FORCE	 9
6.01 - REDUCTION AND BUMPING PROCEDURES	9
6.02 - NOTICE	9
6.03 - RECALL	9
6.04 - PAYMENT ON LAYOFF DATE	9
6.05 - SICK LEAVE PAYOUT	9
6.06 - PAY ADJUSTMENT DUE TO REDUCTION IN FORCE	9
 ARTICLE VII - AUTHORIZED DISCIPLINARY ACTION	 10
7.01 - DISCIPLINARY ACTION - NOTICE REQUIRED	10
7.02 - PRE-TERMINATION HEARING	10
7.03 - PRESENCE OF REPRESENTATIVE	10
7.04 - APPEAL	10
 ARTICLE VIII - GRIEVANCE PROCEDURE	 10
8.01 - PURPOSE	10
8.02 - DEFINITIONS	10

8.03 - PROCEDURE	11
8.04 - LIMITATION ON ARBITRATOR'S JURISDICTION	12
8.05 - COSTS.....	12
8.06 - EMPLOYEE REPRESENTATION	12
8.07 - PRIVACY AT MEETINGS AND HEARINGS	12
8.08 - EXCLUSIVE REMEDY	12
8.09 - EMPLOYEE RIGHTS	12
8.10 - TIME LIMIT	12
ARTICLE IX - [Reserved]	12
ARTICLE X - WORK WEEK.....	13
10.01 - WORK SCHEDULE	13
10.02 - WORK HOURS	13
10.03 - JOB SCHEDULE CHANGES	13
10.04 - REST BREAKS DURING A SHIFT	13
10.05 - OVERTIME.....	13
10.06 - OVERTIME ROTATION AND CLASSIFICATION	14
10.07 - COMPENSATORY TIME.....	14
10.08 - RECALL AND PAY	15
10.09 - REPORTING PAY.....	15
10.10 - STANDBY PAY	15
10.11 - WORKING OUT OF CLASSIFICATION	16
10.12 - EXTRA WORK BY GARBAGE DIVISION EMPLOYEES	16
10.13 - SANITATION DEPARTMENT WORK INCENTIVE.....	17
10.14 - WPFC WORK WEEK.....	17
10.15 - WPFC OVERTIME.....	17
10.16 - SHIFT DIFFERENTIAL	17
10.17- PROFESSIONAL CERTIFICATION BONUS PROGRAM -WATER POLLUTION FLOOD CONTROL PLANT DEPARTMENT.....	17
10.18 - UTILIZATION OF VACATION	18
10.19 - SUPPLEMENTAL PAY FOR RECERTIFICATION AND/OR UPGRADE TRAINING	18
10.20 - TRANSITION TO AND FROM DAYLIGHT SAVINGS TIME	18
ARTICLE XI - WAGE SCHEDULE AND JOB CLASSIFICATION	18
11.01 - COMPENSATION IN THE EVENT OF RECLASSIFICATION/ REASSIGNMENT .	18
11.02 - PAY FOR CLASSIFICATION	18
11.03 - PAY PERIOD.....	18
11.04- CERTIFICATION PAY FOR INSPECTORS IN THE BUILDING DEPARTMENT ...	19
ARTICLE XII - LONGEVITY	19
12.01 - LONGEVITY	19
12.02 - EFFECTIVE DATE	19
12.03 - COMPUTATION OF LONGEVITY	19
ARTICLE XIII - HOLIDAYS	20
13.01 - HOLIDAYS RECOGNIZED	20
13.02 - HOLIDAY PAY DURING PAID TIME OFF	20

13.03 - HOLIDAY PAY DURING LAYOFF OR LEAVE OF ABSENCE	20
13.04 - WORKING ON A HOLIDAY	20
13.05 - RECOGNITION	20
ARTICLE XIV - VACATION.....	20
14.01 - VACATION ELIGIBILITY AND DURATION	21
14.02 - COMPUTATION FOR ELIGIBILITY	21
14.03 - VACATION PAY	21
14.04 - UTILIZATION	21
14.05 - SCHEDULING.....	21
14.06 - VACATION BENEFITS ON RETIREMENT OR DEATH	22
14.07 - PRORATED VACATION DURING THE FIRST YEAR OF EMPLOYMENT	22
ARTICLE XV - PERSONAL DAYS.....	22
15.01 - EMPLOYEE ELIGIBILITY	22
15.02 - NOTICE.....	22
15.03 - UTILIZATION	22
15.04 - LIMITATIONS	22
15.05 - PAYMENT	23
ARTICLE XVI - SICK LEAVE	23
16.01 - CURRENT ACCUMULATION-ACTIVE AND RESERVE BANKS	23
16.02 - SICK LEAVE CREDIT AND ACCUMULATION	23
16.03 - ANNUAL DISTRIBUTION AND ACCOUNTING	23
16.04 - DISABILITY	24
16.05 - PROBATION ACCRUAL AND UTILIZATION	24
16.06 - USE OF SICK LEAVE CREDIT	24
16.07 - INJURY DEFINED	24
16.08 - EXCLUSION OF DUTY-CONNECTED INJURIES	24
16.09 - ILLNESS WHILE ON DUTY	25
16.10 - EXTENSION OR USE OF OTHER AVAILABLE BENEFITS FOR SICKNESS- INJURY	25
16.11 - SICK LEAVE PAYOUT UPON QUALIFIED TERMINATION OF EMPLOYMENT	25
16.12 - PRORATE FOR PART-TIME RETURN	27
16.13 - VERIFICATION	27
16.14 - PENALTY FOR ABUSE	27
16.15 - SICK LEAVE FOR FAMILY	27
ARTICLE XVII - LEAVES OF ABSENCE.....	27
17.01 - FUNERAL LEAVE.....	27
17.02 - JURY DUTY	29
17.03 - RELIGIOUS LEAVE	29
17.04 - MATERNITY LEAVE.....	29
17.05 - MILITARY LEAVE.....	29
17.06 - EXTENDED LEAVES.....	30
ARTICLE XVIII - INSURANCE.....	30
18.01 - MEDICAL/DENTAL/PRESCRIPTION INSURANCE.....	30
18.02 - EMPLOYEE PARTICIPATION/CONTRIBUTION	31

18.03 - SECTION 125 OPTION.....	31
18.04 - LIFE INSURANCE.....	31
18.05 - NEW EMPLOYEE COVERAGE.....	31
18.06 - COBRA	31
ARTICLE XIX - SAFETY, HEALTH AND WELFARE.....	31
19.01 - REQUIRED SAFETY EQUIPMENT.....	31
19.02 - SAFETY COMMITTEE	33
ARTICLE XX - EFFICIENCY IN OPERATION.....	33
20.01 - COOPERATION TO ELIMINATE WASTE	33
20.02 - ON-THE-JOB TRAINING.....	33
20.03 - COOPERATION	33
20.04 - PERFORMANCE EVALUATION.....	33
ARTICLE XXI - MISCELLANEOUS	34
21.01 - THREE (3) YEAR TERM.....	34
21.02 - MAINTENANCE OF STANDARDS.....	34
21.03 - SEPARABILITY AND SAVINGS.....	35
21.04 - WAIVER	35
21.05 - BONDS.....	35
21.06 - COMPENSATION CLAIMS.....	35
21.07 - PAGERS.....	35
21.08 - TOOLS/TOOL ALLOWANCE	35
21.09 - COMMERCIAL DRIVER'S LICENSE.....	36
21.10 - CONTRACT REOPENER.....	36
EXHIBIT A -WAGES MUNICIPAL EMPLOYEES LOCAL UNION NO. 353.....	38
EXHIBIT B ADDENDUM - AIRPORT	41
EXHIBIT C ADDENDUM - PARK DEPARTMENT.....	43

ARTICLE I - RECOGNITION & REPRESENTATION

1.01 RECOGNITION

The City hereby recognizes the Union as the sole and exclusive bargaining representative of all City employees employed in those classifications as set forth in Public Employment Relations Board Certification Instruments as follows:

INCLUDED: Employees of the City in the following departments: Central Garage, Building Inspection, Street, Sign & Traffic, Sanitation, Sewer, Water Pollution Control, Electrical, Engineering, Park and Forestry, Airport, Chief Housing Inspector-Fire, Fire Mechanic, Building Maintenance and Custodial Maintenance-Leisure Services and any others as may be certified by the Public Employment Relations Board.

EXCLUDED: All clerical employees in the listed departments, and all employees excluded by Chapter 20.4 of the Code of Iowa.

1.02 NON-DISCRIMINATION IN EMPLOYMENT

In accordance with applicable state and federal laws, the Union and the City agree not to discriminate against any employee on the basis of race, ethnicity, color, age, religion, sex, national origin and physical and mental disability.

Disputes concerning this Article shall not be processed through the Grievance Procedure in this Agreement, but shall be resolved through other appropriate procedures such as the City's Internal Complaint Procedure, or the Iowa Civil Rights Commission.

1.03 UNION STEWARDS - NUMBER & DESIGNATION

The City recognizes the right of the Union to designate one (1) Chief Steward and Departmental Stewards whose duties and authorities are hereinafter set forth. Such designation shall be sufficient if made in writing and delivered to the Personnel Department of the City. Any changes in designation shall be promptly reported by the Union to the City and shall not be effective until received by the Personnel Department.

1.04 UNION STEWARDS

A. Compensation

Regular employees who are appointed to represent the Union and its membership, such as the Negotiation Committee, Safety Committee, Grievance Committee, Labor-Management Committee, Employee Council, etc., shall not suffer loss of pay when required to perform duties in their official capacity during the course of the work day.

B. Grievance Function

Stewards shall be allowed to receive, investigate and settle complaints and/or grievances, but shall not solicit grievances and/or complaints.

1.05 UNION NEGOTIATION TEAM

A maximum of three (3) employees shall be granted time off with pay to participate in contract negotiations. In addition to the foregoing, however, one alternate may be chosen.

1.06 UNION BULLETIN BOARDS

A bulletin board shall be provided by the City in each department where employees work, and at the Personnel Office, where posting of Union meetings, social activities and other information may be displayed. No prior approval for posting of any items shall be required.

1.07 PAYROLL DEDUCTION

The City hereby agrees to deduct from the employee's paycheck any one or more of the following:

- A. Union dues, fees, contributions and/or assessments;
- B. United States Savings Bonds;
- C. United Way Campaign Fund donation;
- D. Approved deferred compensation plan;
- E. Public Employee, Police and Fire Credit union payments; and
- F. Any other deductions as may be mutually agreed.

The deductions by the City of the foregoing shall, however, be made on condition that the City has first been presented with an individual written order therefore, signed by the employee, all in a manner as set forth in Section 20.9 of the Code of Iowa (1983).

1.08 UNION INDEMNITY FOR PAYROLL DEDUCTIONS

The Union hereby agrees, in consideration of the payroll deductions being made by the City, to indemnify and save the City harmless from any and all claims, suits or other forms of liability arising out of the deduction of money for Union dues or other dues and assessments from an employee's pay. The Union assumes full responsibility for the disposition of the money so deducted, once it has been turned over to the Secretary-Treasurer of the Municipal Employees Local No. 353.

1.09 TIME OFF FOR UNION FUNCTIONS

Union officers, stewards and committee persons shall be given time off without pay to attend regular Union meetings, conventions or functions upon giving the City at least three (3) days notice, in writing, when requested. Union stewards shall be granted time off with pay during working hours to conduct Union business required of them; however, the stewards shall notify their immediate supervisor prior to leaving their work station and must carry out such duties without delay.

1.10 UNION LEAVE

Employees who are elected or appointed to full time positions with a Local Union, upon written notice to the City, shall be granted a leave of absence without pay or benefits during the term of this office. The employee shall give the City at least fifteen (15) days written notice of their desire to again return to their former position with the City of Waterloo, and shall be placed on the job previously held with the same seniority standing held by them at the time they left said position, and further provided that said employee returns to City employment within fifteen (15) days from the date of termination of Union employment.

ARTICLE II - MANAGEMENT RIGHTS

The management of the City of Waterloo shall have the right to hire, suspend, demote or discharge employees for just cause; to assign jobs; to transfer employees within the City; to increase and decrease the working force; to prescribe and enforce reasonable policies and rules (which will be reviewed with the Union and posted on the employee's bulletin board for a period of thirty (30) days before they are put into effect); to schedule work production; to schedule working hours; to change

methods and processes; to establish work loads; to secure records of production, provided they will not be used for the purpose of discrimination against any employee or to avoid any other provisions of this Agreement; to supervise and direct the work force; to schedule overtime hours of work; to contract or subcontract work; to establish job descriptions and reasonable levels of performance of employees; and to otherwise manage the affairs of the City.

ARTICLE III - SENIORITY

3.01 RECOGNITION

It is agreed by the City and the Union that the City shall and does hereby recognize seniority rights within the City as covered by this Contract, except as otherwise provided for in this Contract, Chapter 400 Code of Iowa, as amended, and/or the Civil Service Rules and Regulations of the City of Waterloo.

3.02 DEPARTMENTAL SENIORITY

It is hereby agreed by the City and Union that the City shall, and does hereby recognize seniority rights within a department.

3.03 UTILIZATION

For the purposes of vacation time, overtime, shift work and starting time, seniority by classification within department shall prevail.

3.04 LISTING

A seniority listing by classification within department and by Citywide seniority shall be posted by the City on or before the 1st day of March of each succeeding year, and a copy thereof shall be sent to the Union.

ARTICLE IV - JOB OPENINGS & PROBATIONARY EMPLOYEES

4.01 PRE-EMPTION OF CHAPTER 400 & CITY RULES & REGULATIONS

As skilled employees, many employees represented by the Union are included under and protected by provisions of the Iowa Civil Service Act, Chapter 400, Code of Iowa. In addition, implementing rules and regulations have been adopted by the City whereby the rights and responsibilities of employees represented by the Union to their various jobs and job classifications are provided for. Subject, therefore, to the provisions of Chapter 400 and the implementing Civil Service Rules and Regulations, the following additional provisions, not in conflict therewith, shall be observed by the City, the Union and the employees represented by the Union.

4.02 EMPLOYMENT OBJECTIVE

It is the acknowledged objective of the City to seek out and secure the most qualified individual for any employment opportunity, which may arise within the City, pursuant to the provisions of Chapter 400 and the rules and regulations adopted by the City.

4.03 PROBATIONARY EMPLOYEE - DEFINED

Each and every new employee hired by the City for positions represented by the Union, shall be considered to be on a probationary status for a period of one hundred twenty (120) days during which period of time the employee may be discharged within the sole discretion of the City, or its

department head. If not discharged by the City at the end of the one hundred twenty (120) day period, or in the event that the probationary period shall not be extended by mutual agreement between the parties, the new employee shall become a regular employee, then to be assigned to the department and in the classification as the City elects. Seniority of the new employee shall revert back to the date of hire following the completion of the probationary period. Further, except for health insurance, dental insurance and prescription drug coverage benefits, insofar as eligibility is concerned, shall accrue from the date of hire, while utilization of benefits shall be deferred as provided for in this Agreement.

4.04 PROBATIONARY EMPLOYEE'S PAY SCHEDULE

During an employee's probationary period of one hundred twenty (120) days, the City may compensate the probationary employee at a rate not to exceed One Dollar (\$1.00) per hour less than the classification in which they are working. During the probationary period, the City shall evaluate the employee after each thirty (30) calendar day period and will increase the probationary employee's wage rate by twenty-five cents (.25) per thirty-day period if the evaluation reflects an overall satisfactory rating. In no event shall the reduction in compensation below the classification rate extend beyond the employee's one hundred twenty (120) day probationary period, or such time as the probationary period may be extended by agreement of the parties. Temporary employees may, upon recommendation of the department head, receive credit for time worked as a temporary employee against their required probationary period and status.

4.05 PROBATIONARY EMPLOYEE - EVALUATION

The City hereby agrees all probationary employees shall be evaluated, periodically, during their probationary period. In the event that the probationary period for an employee is extended by agreement of the parties, the evaluations shall continue to be made until the probationary period shall have been ended.

ARTICLE V - TRANSFER & VOLUNTARY DEMOTION PROCEDURE

A vacant position, under this contract shall be posted for a period of five (5) calendar days in the appropriate departments. During this five (5) day period an employee, covered by this bargaining agreement, may request a voluntary demotion within their department to a vacancy they have previously held or for which they possess the minimum qualifications, a lateral transfer within their department to a vacancy in the same classification, or a demotion or transfer, as defined above, to a vacant position under this contract in another department. An employee requesting a transfer or demotion must notify the Human Resources Department during the five (5) working day period. The department head shall interview applicants utilizing the following criteria:

- A. Departmental Seniority
- B. City Seniority
- C. Ability
- D. Aptitude
- E. Work Record

If all of these factors are reasonably equal, the senior applicant will be considered for the vacancy. If the department head rejects an applicant, he/she must justify the reasons in writing. An employee appointed to the position shall be given a thirty (30) calendar day trial period. During or at the end of the trial period, if the department head determines that an employee's performance has not been

acceptable, the employee will rotate back to their previous position and the position will be filled from either an open or promotional Civil Service List. The employee shall have the right to elect to revert back to the position previously held during the thirty (30) calendar day trial period.

ARTICLE VI - REDUCTION IN FORCE

6.01 REDUCTION & BUMPING PROCEDURES

When reduction in force is necessary, for any reason, an employee who is given notice of layoff will be given the opportunity to replace the last hire in the affected classification or a lower classification, as provided in the Rules and Regulations of the Civil Service Commission of the City, and Chapter 400 of the Code of Iowa. The least senior employee in a classification, who is bumped from a Civil Service position, shall have the right to bump to a seasonal or temporary position, for which the employee possesses the minimum qualifications, in the departments under this contract, at the seasonal or temporary rate of pay and will maintain all rights under Chapter 400 and the Civil Service Rules for recall and rehire to their former permanent classification. However, the employee shall not continue to accrue contract benefits or seniority in the permanent classification while so employed as a seasonal or temporary employee.

6.02 NOTICE

The employee has ten (10) calendar days from their receipt of the layoff notice to notify the Human Resources Department of their intention to displace another employee. An employee who displaces another employee will have thirty (30) calendar days to demonstrate their ability to perform the work or be laid off.

6.03 RECALL

An employee who is laid off shall be placed on the preferred or recall list for a period of three (3) years. When an employee is notified of a vacancy in a permanent position for which the employee had previously accrued seniority, the employee must accept the offer of reinstatement within seventy-two (72) hours, and must report for work within fourteen (14) days, of notice of reinstatement or forfeit any future opportunity for reinstatement. However, the employee may reject the offer of reinstatement only if the employee had accrued seniority in another permanent position under this contract. In that event, the employee shall retain future opportunity for reinstatement within the three (3) years, but only for reinstatement to the class, which has not been rejected by the employee.

6.04 PAYMENT ON LAYOFF DATE

Any employee who is laid off will receive payment for accrued vacation, personal days and any other benefits, which may have accrued to them, within thirty (30) days of their layoff date.

6.05 SICK LEAVE PAYOUT

The sick leave of an employee, which was accrued prior to 1984 and retained in the frozen sick leave bank, shall be retained while the employee is on layoff status. If the laid off employee is not recalled within the three (3) year period provided for in Section 6.03, the employee will receive a sick leave payout of the frozen sick leave hours, as outlined under Article XVI-Sick Leave. Reimbursement will be made based on the hourly rate of pay earned by the employee at the time of layoff.

6.06 PAY ADJUSTMENT DUE TO REDUCTION IN FORCE

An employee who, by reason of seniority, bumps an employee in a lower classification, during a

reduction in force, shall continue to receive their current wages until the wages for their new classification shall equal or exceed the current wage, the end of the current Collective Bargaining Agreement, or the end of the current wage reopener, whichever shall first occur.

ARTICLE VII - AUTHORIZED DISCIPLINARY ACTION

7.01 DISCIPLINARY ACTION - NOTICE REQUIRED

A progressive Disciplinary Policy, including the concept of just cause, shall be adopted by the City which policy and any amendments thereto shall be delivered to the Union and posted on the bulletin boards in each department where employees work for thirty (30) days before the policy is put into effect. Each employee shall be provided with a copy of the Disciplinary Policy.

7.02 PRE-TERMINATION HEARING

As required by law, each employee who has completed his or her probationary period is entitled to a pre-termination hearing as provided in the Disciplinary Policy of the City.

7.03 PRESENCE OF REPRESENTATIVE

The City agrees an employee, including a probationary employee, may be represented during any conference, in which disciplinary action is contemplated, by the representative of the employee's choice. In addition, the Union may be represented at such conference, as well, in the event that the employee shall so request, and in advance of the conference, shall be allowed to confer with the employee. The scheduled conference shall not be delayed, unreasonably, by virtue of the employee's request for a representative's presence.

7.04 APPEAL

Any employee, who has completed their probationary period, who feels that they have been unjustly discharged or disciplined shall have the right to pursue an appeal thereof as provided for in Article VIII - Grievance Procedure, of the Agreement.

ARTICLE VIII - GRIEVANCE PROCEDURE

The following shall govern and control the rights of the parties with respect to the processing and disposition of grievances:

8.01 PURPOSE

It is hereby acknowledged by both parties that the purpose of the Grievance Procedure is to attempt to secure, at the lowest possible level, without unnecessary interference or interruption of work activities of the parties or the employees, equitable solutions to the problems affecting the parties or members of the Bargaining Unit which may from time to time arise under this Agreement. Both parties hereto hereby agree these proceedings shall be kept as informal and confidential as may be appropriate at all levels of the procedure.

8.02 DEFINITIONS

For purposes of this Article, the following terms shall have the following meanings:

- A. Grievance - a grievance is a claim presented by an employee(s) alleging a violation, misinterpretation or misapplication of a term or specific provision(s) of this Agreement. An employee who is suspended, demoted or discharged shall have the right to appeal such action

either through the grievance procedure as outlined in this Section or to the Civil Service Commission.

- B. Group Grievance - where a grievance deals with an issue, which affects one or more persons, said grievance need be filed only by one of the affected grievants. The final resolution shall be applicable to all affected parties.

8.03 PROCEDURE

- A. Reporting Disciplinary Action
Any and all disciplinary action affecting any employee(s) covered by this Collective Bargaining Agreement shall be reported, immediately, to the President of the Union, or his/her designee, and the Director of Personnel, in writing, by the department head.
- B. Step One.
Within five (5) working days of an occurrence, or the employee's discovery of the occurrence, which gives rise to a grievance, an employee may initiate a grievance by presenting it to his or her departmental supervisor. The employee and supervisor will attempt to discuss the grievance in good faith to resolve it. The supervisor shall respond within an additional three (3) working days. If the grievance is not resolved to the satisfaction of the employee, or if the supervisor does not respond, then the grievance will be eligible for consideration at the next level.
- C. Step Two.
If the employee wishes to pursue the grievance further after the completion of Step One, the employee shall present a written grievance to the department head within five (5) working days of the receipt of the Step One response. The department head shall respond in writing to the employee and the Union within an additional seven (7) working days. If the grievance is not resolved to the satisfaction of the employee, or if the supervisor does not respond, then the grievance will be eligible for consideration at the next step.
- D. Step Three.
If the employee wishes to pursue the grievance further after the completion of Step Two, the employee shall present a written grievance to the Mayor within ten (10) working days of the receipt of the Step Two response. The Mayor shall respond in writing to the employee and the Union within an additional ten (10) working days. If the grievance is not resolved to the satisfaction of the employee, or if the Mayor does not respond, then the grievance will be eligible for consideration at the next step.
- E. Step Four - Arbitration/Civil Service Commission
In the event the grievance remains unresolved after completion of Step Three (3), the grievant or his/her representative, shall notify the Mayor's Office, in writing, of their intent to proceed to arbitration; or the City Clerk, in writing, of their intent to proceed to the Civil Service Commission. Such notice shall be initiated within ten (10) days following the date of the decision by the Mayor or the date on which the Mayor fails to timely respond at Level Three (3). Upon receipt of the notice, the Mayor and the Union representative shall jointly advise the Public Employment Relations Board in Des Moines, Iowa, to submit a list of five (5) arbitrators from which the final arbitrator shall be selected. Upon receipt of the list of five (5) nominees from the Public Employment Relations Board, the parties shall first

determine by lot (coin flip) who shall strike the first name, and thereafter the parties shall proceed to alternately strike one (1) name at a time from the list until only one (1) name remains. The last name remaining shall be the nominee selected to be the arbitrator who shall resolve the grievance. The arbitrator so selected shall be notified of his/her selection in writing by the Chief Executive Officer of the City and the Union representative. The arbitrator's decision shall be in writing, and shall set forth his/her finding and facts, along with his/her reasoning and the conclusions on the issue(s) submitted. The decision of the arbitrator shall be submitted to both parties in such written form and shall be binding upon both parties.

8.04 LIMITATION ON ARBITRATOR'S JURISDICTION

The arbitrator, in his/her opinion, shall not amend, modify, ignore or add to the provisions of this Agreement.

8.05 COSTS

The arbitrator's fees and expenses shall be shared equally, by the Employer and the Union. However, each party shall be responsible for compensating their own representatives and witnesses, as well as paying for transcripts, if desired. Both parties shall schedule witnesses so as to minimize or eliminate the need for replacement employees.

8.06 EMPLOYEE REPRESENTATION

An aggrieved person(s) shall have the right to be represented at all Levels of the Grievance Procedure by a representative of their choice. In addition, and if not chosen by the employees, the Union shall be entitled to participate at any and all stages of the Grievance Procedure.

8.07 PRIVACY AT MEETINGS & HEARINGS

All meetings conducted under the foregoing Grievance Procedure shall be held in private and shall include only authorized representatives of the City, aggrieved person(s) and witnesses and their representatives; in addition, hearings before the arbitrator shall be conducted in private as well.

8.08 EXCLUSIVE REMEDY

Should an aggrieved present the issue involved in a grievance at Step Four (4) to a forum, other than designated in this Article, such presentation by the aggrieved person shall relieve the City and the Union of any and all further obligation to process a grievance through the Grievance Procedure as set forth herein. Further, it is understood and agreed that for those matters, which fall within the definition of this Article, the procedure set forth herein shall constitute the sole and exclusive remedy of the parties hereto, and the employees included herein.

8.09 EMPLOYEE RIGHTS

Any employee presenting a grievance shall be free to do so without fear of interference, coercion, restraint, discrimination or reprisal.

8.10 TIME LIMIT

The time limit set forth in this Article may be extended only by mutual and written agreement by and between the City and the Union.

ARTICLE X – [Reserved]

ARTICLE X - WORKWEEK

10.01 WORK SCHEDULE

The workweek shall be determined by the head of the department in relation to the workload and the need of each individual employee's service. The workweek shall commence Monday morning, 12.01 a.m., and shall end on Sunday evening at midnight for employees other than shift employees.

10.02 WORK HOURS

The normal workweek shall be composed of forty (40) hours of work per week. Normally, the workweek shall be Monday through Friday, except for Sanitation and shift employees. Any deviation from current scheduling shall require written prior notification to the Union business representative and the Human Resources Director.

10.03 JOB SCHEDULE CHANGES

Except as outlined in Article 10:15, the City and Union agree that, in situations involving workweek and/or shift reassignments, the Business Representative and the employees involved shall receive prior written notification of at least fourteen (14) calendar days, unless a shorter period is mutually agreed. A change in workweek and/or shift shall be offered to the most senior qualified permanent employees in those classifications that the head of the department deems necessary to perform the work assignment. If the City's needs are not met, the City shall be entitled to require the least senior qualified employees in those classifications deemed necessary by the department head to complete the work assignment to accept the workweek and/or shift reassignment. Employees who are required to make a workweek and/or shift reassignment and who refuse to accept a permanent workweek or shift reassignment shall be considered a voluntary quit and may be replaced.

10.04 REST BREAKS DURING A SHIFT

The employees shall be granted rest breaks during their shifts of work as follows:

A. Lunch Period

All employees shall be allowed a lunch period, which shall be scheduled, generally, in the middle of their work shift.

B. Rest Periods

Each employee shall be granted one (1) fifteen (15) minute period of rest approximately in the middle of each one-half (½) work shift.

It is understood and agreed that employees shall not take their lunch or rest periods at restaurants or public establishments without permission of the City, except for those employees regularly scheduled on a night shift, or employees who may be assigned to emergency work.

10.05 OVERTIME

The City agrees, except as provided in Addendums as may be attached hereto, that time and one-half (1½) shall be paid for the first (1st) day worked of an employee's regularly scheduled time off and all time worked in excess of eight (8) hours per day, the twenty-four (24) hour period starting with an employee's regular starting time, or forty (40) hours per week. Double time shall be paid for the second (2nd) consecutive day worked of an employee's regularly scheduled time off, and holidays and Sundays, unless the holiday or Sunday is a regularly scheduled workday. An employee regularly scheduled to work on a Sunday shall be compensated at their regular hourly rate. A Water

Pollution Control Plant employee(s) regularly scheduled to work on a holiday shall be compensated at two (2) times their regular hourly wage. For purposes of computing overtime, all paid leave will be considered as time worked.

The City shall, insofar as it is practical, provide reasonable advance notice when overtime work will be required. An employee may be released from the overtime assignment, contingent upon the following:

The employee assigned the overtime, shall promptly notify their immediate supervisor of their desire to be released from the overtime assignment, and;

Another employee possessing the appropriate skills and knowledge to perform the assignment agrees to work the overtime assignment.

Trading of overtime assignments, as outlined in this Section, shall not result in additional costs to the City, and shall not apply to employees covered by either the WPCP or Airport Addendum.

10.06 OVERTIME ROTATION & CLASSIFICATION

A. Winter Operations

An employee who has worked sixteen (16) consecutive hours must take eight (8) continuous hours of rest before being eligible to return to work.

B. Overtime Offers

When overtime is required, except in an emergency, it will be offered to the most senior qualified, permanent employee in a needed classification(s). Further, except in an emergency, the City shall be entitled to require the least senior qualified employee in an affected classification to stay over and/or report for work in the event the offered overtime is refused by the more senior employee.

10.07 COMPENSATORY TIME

A. Accrual

If mutually agreeable, an employee may be reimbursed for overtime with compensatory time off with the actual hours off being calculated at the same rate as the overtime would have been calculated in dollars. An employee may accumulate no more than ninety (90) hours of compensatory time, at any one time. Compensatory time earned may be carried forward as long as it does not exceed the above formula.

B. Utilization

To avoid scheduling conflicts, the employee and the department head must agree on employee use of compensatory time forty-eight (48) hours prior to the date requested for utilization, unless otherwise mutually agreed.

C. Accrued Compensatory Time At Retirement/Separation

At the time of retirement or separation, accrued compensatory time shall be depleted by giving the employee the appropriate paid time off prior to the actual retirement and/or separation date. An employee on paid leave, to deplete compensatory time prior to retirement/separation, shall continue to accrue regular benefits until the actual retirement/separation date.

10.08 RECALL & PAY

The City agrees that, in the event regular employees are required to report for work, from time which is normally considered to be their time off, they shall receive not less than two (2) hours at their applicable rate of pay for reporting to work, irrespective of the number of hours worked. Temporary or part-time employees shall not be called unless regular employees are unavailable.

10.09 REPORTING PAY

In the event regular employees are required to report for work, at a time when they would regularly be required to do so, and there shall be no work for them to perform so that they are authorized to leave their employment, they shall receive a minimum of two (2) hours pay at their regular rate of pay.

10.10 STANDBY PAY

For standby pay, employees who are required to standby to report for work in the event of an emergency during their normal time off, the City shall compensate them as follows:

A. Street, Sewer, Building Maintenance and Airport Departments
Employees of the Street, Sewer, Building Maintenance and Airport Departments shall not be required to work on the Friday following the week on which they are on call at all times. In the event a holiday falls during the week in which the Street, Sewer, Building Maintenance or Airport Department employee is on call at all times, he shall be given the subsequent Friday plus one-half (½) day off scheduled as may be mutually agreeable.

B. Electrical Department
Employees of the Electrical department shall receive standby pay according to the following schedule:

7/1/06

\$215.00 for a regular week
\$250.00 for a week with one holiday
\$294.00 for a week with two holidays

7/1/07

\$223.00 for a regular week
\$259.00 for a week with one holiday
\$304.00 for a week with two holidays

7/1/08

\$232.00 for a regular week
\$270.00 for a week with one holiday
\$316.00 for a week with two holidays

Each level outlined above shall be escalated annually by the percentage across the board wage increase, rounded to the nearest dollar.

C. WPFC Foreman

1. The four (4) WPFC Foreman positions shall receive on call pay based on the schedule outlined above. On call status will rotate each Thursday at 7:00 AM with one Foreman

assigned on call status each week.

2. Foreman shall be the first response to all emergency calls for all phases of WPFC operational systems, with the exception of normal sewer maintenance calls for service, which will continue to be the responsibility of the Sewer Maintenance "call man".
3. The Foreman on call shall have the responsibility and the authority to call in, utilizing seniority, the appropriate classifications, determined by the Foreman necessary to correct the problem. A log of call in events shall be maintained by each on call Foreman.
4. Under no circumstances shall the bypassing of partially or non-treated wastewater or sludge be permitted, by an on call Foreman, without the notification to and approval by the WPFC Superintendent or the Assistant Superintendent.
5. Foremen governed by paragraph C, who are called back to work while in on-call status, shall be paid at their applicable overtime rate for all hours worked.

10.11 WORKING OUT OF CLASSIFICATION

When an employee, as a part of their regular daily duties, is assigned to operate a piece of equipment or to perform the duties and responsibilities in a classification for which there is a higher rate of pay, the following shall govern and control:

- A. Less than four (4) hours
When the assignment is for less than four (4) hours, the employee shall continue to be paid at their normal rate of pay for all hours worked that shift/day; and
- B. Four (4) or more hours
When an assignment is for four (4) or more hours, the employee shall be paid at the higher rate of pay for all hours worked that shift/day, including driving to and from the job site.

Ability, aptitude and work record being reasonably equal, the most senior employee in the appropriate job classification and on the appropriate shift will be given preference for the out-of-rank assignment.

Fueling equipment is not considered operating the equipment within the foregoing definition. The Assistant Green's Keeper (Golf Maintenance II) shall not receive out-of-rank pay when in charge of the golf course. The employee(s) will not be rotated so as to avoid application of this Section.

10.12 EXTRA WORK BY GARBAGE DIVISION EMPLOYEES

Employees who are assigned to the Garbage or Sanitation Department, and who are assigned in that Department to ten (10) hour shifts, shall be compensated at one and one-half (1½) times their regular rate of pay for all hours worked in excess of ten (10) hours in any twenty-four (24) hour period, or any hours in excess of forty (40) hours in one (1) workweek. Voluntary extra work within the Street Department by Garbage Department employees shall be at their regular hourly rate of pay for the first eight (8) hours on any regular pay. However, employees of the Garbage Department assigned extra and/or emergency work within the Street Department as may be required by the City shall be paid at the rate of time and one-half (1½) of their regular rate of pay.

10.13 SANITATION DEPARTMENT WORK INCENTIVE

Employees assigned to work in this department shall be allowed, as a work incentive, to complete their work in advance of the time regularly scheduled for the end of the work shift, and still be compensated the same as though they had worked the full shift. The purpose of this work incentive is to allow the employees to shorten their scheduled work shift based upon their performance and completion of their work in advance of the end of their scheduled work shift.

10.14 WPFC WORK WEEK

The workweek for all WPFC operation employees shall commence at 11:00 p.m. on Saturday and run through 11:00 p.m. of the following Saturday night.

10.15 WPFC OVERTIME

A. Overtime For Recall

The first (1st) and third (3rd) scheduled days off that an employee is recalled to work will be paid at 1½ times the employee's regular hourly rate and the second (2nd) day off an employee is recalled to work will be paid at double time.

B. Utilization of Compensatory Time

Compensatory time may be used in a minimum of four (4) hour increments unless otherwise authorized by the department head. The department reserves the right to refuse a compensatory day if such a request results in overtime because of other employees scheduled off or because the work load of the plant necessitates additional staff. Approval to use compensatory time shall not be unreasonably withheld or denied.

10.16 SHIFT DIFFERENTIAL

Employees scheduled to work an evening or night shift, shall be paid an additional sum per hour, as hereinafter provided, when regularly scheduled to work a full tour of duty during the following hours:

A. Second Shift

Employees who are required to commence work in the afternoon and continue through the early evening, generally from the hours of 3:00 p.m. through 11:00 p.m., shall receive an extra thirty-five cents (.35) per hour for each hour worked, in addition to their regular hourly wage.

B. Third Shift

Employees who commence work in the evening and work through to the early morning, generally from 11:00 p.m. through 7:00 a.m., shall receive an extra forty-five cents (.45) per hour for each hour worked, in addition to their regular hourly wage.

10.17 PROFESSIONAL CERTIFICATION BONUS PROGRAM -WATER POLLUTION FLOOD CONTROL PLANT DEPARTMENT

A. Grade I Certification-Wastewater Treatment and/or Collection Systems Maintenance

All Water Pollution Flood Control Plant employees who maintain a State Grade I Certification shall receive an additional twenty-five cents (.25) per hour above his/her regular rate of pay.

B. Grade II Certification or Higher-Wastewater Treatment and/or Collection Systems Maintenance

All Water Pollution Flood Control Plant employees who maintain a State Grade II Certification or higher shall receive an additional fifty cents (.50) per hour above his/her regular rate of pay.

10.18 UTILIZATION OF VACATION

WPFC employees shall be allowed to utilize up to forty (40) hours of earned vacation in eight (8) hour increments. The department reserves the right to refuse an eight (8) hour vacation day if such a request results in overtime because of other employees scheduled off or because the work load of the plant necessitates additional staff. Approval to use an eight (8) hour vacation day shall not be unreasonably withheld or denied.

10.19 SUPPLEMENTAL PAY FOR RECERTIFICATION AND/OR UPGRADE TRAINING

Personal time may be utilized in ½ day increments for recertification training. An employee will be paid eight (8) hours of pay at his/her regular rate for successful completion of recertification or upgrade training for a Grade I, and will be paid sixteen (16) hours of pay for successful completion of recertification or upgrade training for a Grade II or higher license. Recertification or upgrade training may be obtained through a home study course or on-site training. Continuing Education Recertification or upgrade tuition and/or book costs will be reimbursed upon prior approval by the department head.

10.20 TRANSITION TO & FROM DAYLIGHT SAVINGS TIME

Those employees who are working on a shift during the transition either to or from daylight savings time shall receive eight (8) hours of pay at his/her regular hourly rate of pay regardless if the employee works either seven hours or nine hours due to a shift in the clock.

ARTICLE XI - WAGE SCHEDULE & JOB CLASSIFICATION

11.01 COMPENSATION IN THE EVENT OF RECLASSIFICATION/ REASSIGNMENT

The City agrees that the hourly rate of regular employees shall not be reduced during the term of this Agreement, or any wage reopener thereof, whichever shall first occur, except for disciplinary demotion or disability, nor shall such employee be reclassified or reassigned for the purpose of defeating this Agreement, but the City shall have the right to reclassify or reassign any employee by reason of physical or mental disability resulting in an inability to perform assigned duties, except where an employee is substituting at a higher classification or similar operation, and then returns to their regular classification. Unless accepted as provided in this Agreement, an employee who substitutes in a higher classification for more than one (1) day, eight (8) hours, the employee shall be paid the higher classification. (See Article X, Section 10.11.) In the event of objection made from an employee to their representative to any reclassification, such objection shall be handled as a grievance in a manner provided by this agreement.

11.02 PAY FOR CLASSIFICATION

Rates of pay shall be listed on wages, Exhibit "A", attached to this Agreement.

11.03 PAY PERIOD

Employees covered by this agreement shall be paid on a biweekly basis, normally on the first Friday following the end of the biweekly pay period. If the payday falls on a holiday, payment shall be made on the last workday preceding the holiday.

11.04 CERTIFICATION PAY FOR INSPECTORS IN THE BUILDING DEPARTMENT

Inspectors in the Building Department shall be eligible to receive twenty (.20) cents per hour for each professional certification, with a maximum of three (3) certifications (.60 cents/hr), for each certification above those that are required in the employee's current job description. The Building Official shall keep a record of professional certifications obtained by the inspectors.

ARTICLE XII - LONGEVITY

12.01 LONGEVITY

The following schedules shall govern and control the entitlement and payment of employees of the City for their accumulated years of service in the City's employment.

A. Longevity Schedule For Employees Hired Prior To July 1, 1999

After 3 years	\$ 20.00 per month
After 6 years	\$ 40.00 per month
After 9 years	\$ 60.00 per month
After 12 years	\$ 70.00 per month
After 15 years	\$ 80.00 per month
After 18 years	\$ 90.00 per month
After 21 years	\$100.00 per month
After 24 years	\$110.00 per month
After 27 years	\$120.00 per month
After 30 years	\$130.00 per month

B. Longevity Schedule For Employees Hired After July 1, 1999

After 5 years	\$ 45.00 per month
After 9 years	\$ 60.00 per month
After 12 years	\$ 70.00 per month
After 15 years	\$ 80.00 per month
After 18 years	\$ 90.00 per month
After 21 years	\$100.00 per month
After 24 years	\$110.00 per month
After 27 years	\$120.00 per month
After 30 years	\$130.00 per month

During the term of this Agreement, the City agrees to maintain, at the minimum of the current contracted levels, all employees covered by the foregoing schedule.

12.02 EFFECTIVE DATE

Longevity pay will be included in the employee's paycheck which covers the period of time in which the anniversary date occurred, except for those pay periods that included the third pay date of the month.

12.03 COMPUTATION OF LONGEVITY

An employee shall not be entitled to receipt of Longevity Pay while on layoff, a work related injury leave of more than one hundred eighty (180) days, or an unpaid leave of absence or disciplinary action that results in an employee not receiving a paycheck at the end of a two (2) week pay period.

In addition, an employee shall not be given credit for purposes of entitlement for longevity when the employee is on layoff, a work related injury leave of more than twelve (12) months or an unpaid leave of absence of thirty (30) calendar days or more.

ARTICLE XIII - HOLIDAYS

13.01 HOLIDAYS RECOGNIZED

The following holidays shall be recognized:

- A. New Year's Day
- B. Memorial Day
- C. Independence Day
- D. Labor Day
- E. Veteran's Day
- F. Employee's Birthday
- G. Thanksgiving Day
- H. Day after Thanksgiving
- I. Christmas Day & the day before or after (at the discretion of the Mayor)
- J. Martin Luther King Jr's. Birthday (3rd Monday of January)

13.02 HOLIDAY PAY DURING PAID TIME OFF

In the event that a holiday falls within an employee's paid time off, he/she shall not be charged for that day off that is the holiday except as outlined in Section 13.03.

13.03 HOLIDAY PAY DURING LAYOFF OR LEAVE OF ABSENCE

No Holiday Pay shall be given if the actual date on which the holiday is being celebrated occurs while an employee is on layoff, disability leave outlined in Article 16.04, a work related injury leave of more than twelve (12) months, a disciplinary suspension or an unpaid leave of absence of thirty (30) consecutive calendar days or more.

13.04 WORKING ON A HOLIDAY

An employee who is regularly scheduled to work on a holiday, or called in to work on a holiday, shall be paid holiday pay, plus their compensation as provided for in Section 10.05. For shift employees, the holiday rate of pay shall be payable only to those employees who work on the actual holiday.

13.05 RECOGNITION

Holidays that fall on a Saturday shall be observed on the previous Friday, and those that fall on a Sunday shall be observed on the subsequent Monday. An employee's birthday/holiday may be scheduled on the actual birthday, or at another mutually agreeable date after the birthday has occurred.

ARTICLE XIV - VACATION

14.01 VACATION ELIGIBILITY & DURATION

In order to standardize vacation policy, all employees shall have their anniversary date, for purposes of accrual and usage of vacation, changed to January 1. This shall be accomplished in the following manner: From the date of hire to December 31 of that employment year the employee would receive no vacation time off. On January 1, following the date of hire, the employee would receive a prorated adjustment of hours from the schedule outlined below based on the following formula: The number of days remaining in the calendar year during which the individual was initially employed is divided by 365 days in the year and that number multiplied by hours from the vacation schedule to establish the prorated accrued vacation to be taken during the calendar year following the date of hire. On the next January, the employees would receive their normal vacation in accordance with the vacation schedule outlined below.

Completed Years of Service	Length of Vacation
After one year	One week
After two years	Two weeks
After six years	Three weeks
After thirteen years	Four weeks
After twenty years	Five weeks

Each year, preceding the beginning of the calendar year, the Personnel Department will issue a departmental vacation chart outlining accrued and usable vacation hours for the upcoming calendar year.

14.02 COMPUTATION FOR ELIGIBILITY

The following absences, during a calendar year, shall not be considered as days worked for purposes of calculating vacation eligibility and accrual: layoff, disability leave outlined in Article 16.04, a work related injury leave of more than twelve (12) months, sick leave of more than ninety (90) days or an unpaid leave of absence of thirty (30) consecutive calendar days or more.

14.03 VACATION PAY

Regular straight time hourly rate for purposes of determining amount of vacation pay means the regular rate at the time of taking of vacation.

14.04 UTILIZATION

All vacations earned must be taken each year by the employee and no employee shall be entitled to vacation pay in lieu of vacation except for an employee who is placed on the City's disability plan. An employee on the disability plan shall have the option of either receiving a payout for accrued and unused vacation or carrying accrued vacation forward into the next calendar year.

14.05 SCHEDULING

In the event that a conflict in scheduling arises between employees, departmental seniority shall determine that priority between employees who may select first to take their vacation. In order to schedule vacation, an employee shall file with the department head a preference for the time the individual wishes to take his or her vacation, which filing shall occur no later than March 10 of each

year. Such a request shall be binding on the City. For any vacation not scheduled by the date set forth herein, the employee shall be required to notify the City at least fourteen (14) calendar days in advance of the date on which the employee wishes to take the additional, unscheduled vacation. The City shall, within seven (7) days, advise the employee as to whether the request to utilize the

unscheduled vacation will be granted.

14.06 VACATION BENEFITS ON RETIREMENT OR DEATH

In the event of retirement or death of an employee, the City will pay to the employee, the spouse or estate, all unused vacation prorated from the employee's vacation anniversary date to the date of retirement or death.

14.07 PRORATED VACATION DURING THE FIRST YEAR OF EMPLOYMENT

All employees shall, for vacation purposes, be converted over to a January 1 anniversary date. During this period, an employee shall receive their earned vacation prorated to this date. For partial weeks, during this period, an employee may use earned personal days, to fill out partial weeks and maintain the usual normal vacation schedule. In the alternative, an employee may take partial weeks (days) and use them as additional personal days during the period mentioned above. In the event that the employee has used all of his/her personal leave for the above-mentioned purpose, and a need for personal leave arises, the employee, during the period mentioned above only, shall be allowed to use up to a total of two (2) days of their current accumulated sick leave for this purpose.

ARTICLE XV - PERSONAL DAYS

15.01 EMPLOYEE ELIGIBILITY

Personal Days shall be earned at the rate of eight (8) hours {permanently assigned Sanitation Department employees ten (10) hours} for each full quarter worked. The following absences during a fiscal year shall not be considered as days worked for purposes of calculating eligibility for personal days: layoff, disability leave outlined in Article 16.04, a work related injury leave of more than twelve (12) months or an unpaid leave of absence of thirty (30) consecutive calendar days or more.

15.02 NOTICE

The employee shall notify his department head at least forty-eight (48) hours in advance of the date on which he wishes to take a personal day, of his desire to take personal leave, unless it is an emergency. An employee's statement that he/she has a need to use a personal leave day shall constitute sufficient reason and basis for allowance of such leave.

15.03 UTILIZATION

Utilization shall be subject to the discretion of the department head which discretion shall not be unreasonably exercised. However, except in the case of shift employees, the department head shall have reasonable basis for denial of personal leave in emergencies, or when the use thereof by an employee would require the City to incur overtime expense to replace the requesting employee.

15.04 LIMITATIONS

- A. Accrual Prohibited
Carryover of personal days beyond the fiscal year is prohibited.
- B. Personal Leave Use For Outside Employment Prohibited
An employee shall be prohibited from utilizing personal leave to perform employment responsibilities outside of City employment.
- C. Exhaustion

Once the four (4) personal leave days have been used by an employee, no further days off with pay will be allowed under the provisions of this Article.

- D. **Extension of Vacation or Holiday - Limited**
Personal days shall not be used to extend vacations or holidays unless and on condition that permission of the department head has been previously received, except as outlined in Article 14.07.
- E. **Minimum Use**
Except in emergencies, utilization of personal leave shall be deducted in one-half (½) day minimums.
- F. **Consecutive Use**
Personal days shall not be used consecutively unless, and on condition that, permission of the department head has been previously received.

15.05 PAYMENT

An employee may elect to receive pay for one (1) personal day each six (6) months in lieu of the time off. The payment will be made during the month first following each six (6) month period within the fiscal year (January and July).

ARTICLE XVI - SICK LEAVE

16.01 CURRENT ACCUMULATION-ACTIVE & RESERVE BANKS

The employee's frozen sick leave bank, as established on July 1, 1984, will remain available for use by the employee during his/her employment, and for payout as herein provided. Sick leave earned and retained as outlined below, will be added to the employee's storage leave bank. There shall be no payout upon termination from the storage bank.

16.02 SICK LEAVE CREDIT & ACCUMULATION

From and after July 1, 1984, each employee shall be eligible to earn eight (8) hours per month sick leave for a total of ninety-six (96) hours per year. Effective July 1, 1987, Sanitation employees who work four (4) ten (10) hour days shall receive sick leave at the rate of ten (10) hours per month for a total maximum accumulation of one hundred twenty (120) hours per year.

Employees shall not be eligible to accrue, utilize or receive credit for any sick leave benefits while on layoff, disability leave outlined in Article 16.04, a work related injury of more than twelve (12) month, or an unpaid leave of absence of thirty (30) consecutive calendar days or more.

16.03 ANNUAL DISTRIBUTION AND ACCOUNTING

At the end of each fiscal year, the amount, which an employee has not used, of his/her annual, accrued sick leave hours shall be totaled and segregated. Of the segregated total, twenty-five percent (25%) of the unused hours shall be payable to the employee as a "bonus" and seventy-five percent (75%) of the total segregated hours shall be placed in the storage bank for future use in the event of extended illness. There would be no payout upon an employee's separation from City employment from the storage sick leave bank. The "bonus" as provided for above shall be payable at the current applicable hourly rate by December 1 of each year following the fiscal year in which it was earned.

16.04 DISABILITY

The City shall provide each employee with a two (2) year ninety (90) calendar day deductible long term disability policy, guaranteeing to the employee 66 2/3% of his or her gross monthly wages (base hourly rate and longevity pay and shift differential, if applicable). In order to satisfy the deductible portion of the policy, the employee would be allowed to utilize their accrued sick leave benefits and, if necessary, other paid leave including vacation, personal days, accrued holidays and compensatory time. Benefits, except for seniority and insurance, will be frozen from the date the paid leave expired, or ninety (90) calendar days, whichever first occurs. The employee will continue to receive disability payments until it is determined the employee is capable of returning to work, up to a maximum of twenty-one (21) months. The specific terms and conditions of the disability coverage shall be outlined in writing by the City's insurance carrier. The City shall have the right to substitute a comparable policy or program with the approval of the employee's bargaining representatives, which approval shall not be unreasonably withheld.

Upon exhaustion of the disability period at the end of two (2) years, an employee shall then be laid off. All accumulated benefits, except for payout from the frozen sick leave bank, shall be paid to the employee on the date the employee is laid off. An employee shall receive their frozen sick leave payout, if any, on the date they are removed from the layoff list; or upon their resignation or termination from City employment.

16.05 PROBATION ACCRUAL & UTILIZATION

During the period of probation, as defined and provided for in this Agreement, employees shall accrue sick leave benefit hours, but shall be ineligible to utilize sick leave benefit hours until after the completion of their probationary period.

16.06 USE OF SICK LEAVE CREDIT

An employee using sick leave shall be compensated for the hours claimed as though he/she had worked those hours at the regular hourly rate of pay.

16.07 INJURY DEFINED

Injury shall be defined as any disablement rendering the employee unable to perform his/her usual occupational duties as certified by a physician designated by the City. Such disablement need not require confinement to hospital, bed or home.

16.08 EXCLUSION OF DUTY-CONNECTED INJURIES

Any absence resulting from a duty-connected injury shall not, in any manner, be charged to an employee's sick leave accumulation for that year, or to his accumulated reserve of sick leave. In such instances, the employee shall be entitled to receive and be paid directly any benefits payable to them under the City's worker's compensation insurance policy and/or program. In addition to the benefits payable under worker's compensation, the City agrees to supplement, if necessary, the employee's income so that the employee receives the following rates of compensation for the following period:

- A. One Hundred Percent (100%) of the employee's gross wages (net of taxes on the City's contribution) for a period of sixty (60) days;
- B. Ninety-five Percent (95%) of the employee's gross wages (net of taxes on the City's contribution) for a period of the next sixty (60) days;

- C. Ninety Percent (90%) of the employee's gross wages (net of taxes on the City's contribution) for a period of the next sixty (60) days.

Thereafter, the employee shall be placed on unpaid leave by the City for the duration of the employee's disability.

16.09 ILLNESS WHILE ON DUTY

An employee who becomes ill while on duty and is unable to continue their tour of duty for the day shall be credited for the number of hours actually worked. In order for an employee to be compensated for any hours not worked, they shall be required to utilize their accumulated sick leave.

16.10 EXTENSION OR USE OF OTHER AVAILABLE BENEFITS FOR SICKNESS-INJURY

During any absence other than duty-connected, an employee may use his/her earned vacation time, personal days, compensatory time, etc., after all accumulated sick time is used. After all time is used, the City, with the employee's consent, may utilize the employee elsewhere in City employment until the employee is able to return to his/her regular duty, at their regular rate of pay. Benefits available under this Agreement shall be frozen and/or suspended when an employee goes on unpaid leave. However, if the leave is covered by the Family and Medical Leave Act of 1993, health insurance benefits will be maintained as outlined by the provisions of the Act.

16.11 SICK LEAVE PAYOUT UPON QUALIFIED TERMINATION OF EMPLOYMENT

For sick leave hours accumulated, as adjusted in Section 16.01 above, prior to July 1, 1984, and not used by the employee prior to termination of employment relationship with the City, the qualified employee shall be eligible for a payout as hereafter provided:

- A. After Five (5) Years

Upon termination of employment, except for discharge for cause, following appropriate adjudication, any employee with a minimum of five (5) years of service shall receive, in cash remuneration, a sum equal to fifty percent (50%) of the sick leave accumulation adjusted as provided for herein.

- B. After Fifteen (15) Years

Upon separation from employment, except for discharge for cause following appropriate adjudication, any employee with a minimum of fifteen (15) years of service shall receive, in cash remuneration, a sum equal to sixty percent (60%) of the sick leave accumulation as adjusted as provided for herein. In lieu of the total lump sum payout as described above, an employee may elect to use 50% of their accumulated sick leave hours in their frozen sick bank to extend their actual termination date. During this period, employees would continue to receive their appropriate payroll checks as though their employment was continued to the extended termination date. The accrual of sick leave, vacation, personal days and funeral leave would terminate as of the employees departure date. Insurance coverage, including life insurance and post termination benefits shall continue until the actual termination date. The remainder of the payout shall be granted to the employee in a lump sum following the actual termination date.

- C. Annuitization of Frozen Sick Leave Hours

In lieu of the lump sum payout of frozen sick leave outlined in Sub Sections A & B, an individual with a minimum of eight hundred (800) hours of frozen sick leave may, upon a voluntary termination of his/her employment or retirement, select one (1) of the two (2)

options outlined below. The selection of one (1) of these options must be made by the employee at least thirty (30) calendar days prior to the employee's date of retirement or termination, and such decision shall be irrevocable. The payment of frozen sick leave will be based on the employee's rate of pay at the time of retirement or termination, regardless of the option chosen.

Option #1

An employee may receive an initial lump sum payout of 25% of the appropriate number of frozen sick leave hours and choose to annuitize the remainder in equal payments, over a period of five years;

or

Option #2

An employee may choose to annuitize, over a period of five years, the entire amount of sick leave hours that are available, for payout, to the employee.

An employee selecting a lump sum payment, as outlined in Sub Sections A & B, or the 25% lump sum payment, as outlined in Option #1, may either receive the lump sum payout upon leaving employment or defer payment of the lump sum payout until the second (2nd) pay period in January of the calendar year following the employee's date of retirement or termination. The election of when to receive the lump sum payment must be made by the employee at least thirty (30) calendar days prior to the employee's last day of employment, and such decision shall be irrevocable. All lump sum payments, regardless of when paid, shall be interest free.

An employee selecting either Option #1 or Option #2 shall receive the same percentage of total sick leave hours paid out, based on years of service, as outlined in Sub Sections A & B.

An employee electing to annuitize their frozen sick leave payout under either Option #1 or #2 must, prior to the actual date of retirement or termination, select either a monthly, quarterly or annual payment schedule. The initial payment, dependent upon the payment schedule selected, shall be made as follows: either at the end of the first full month following retirement or termination and each month thereafter; at the end of the first full quarter following retirement or termination and at the end of each full quarter thereafter; or within one(1) month from the date of retirement or termination and each year thereafter. The payment schedule selected cannot be altered after the payments commence. Under both options, the first (1st) payment that an employee receives shall be without interest. Thereafter, the employee shall receive equal installments based on the interest rate established and the payment schedule selected.

The interest rate to be received by the individual shall be the interest rate paid by the City in the most recent general obligation bond sale held prior to the employee's actual date of retirement or termination for maturities of five (5) years. Once established, the interest rate for each employee will not be altered during the life of the payments.

Each employee shall be required to sign an agreement outlining the payment schedule and acknowledging the interest rate established. In addition, the employee will be required to designate, in case of death prior to the last payment, a beneficiary. The beneficiary, following the death of the retiree, will have thirty (30) calendar days to select either continuing payments or a lump sum payment. Failure to make a selection will result in the

processing of the remaining available sick leave hours in the form of a lump sum payment.

An employee whose employment is terminated by the City, shall not be eligible for either Option #1 or Option #2, and shall receive a lump sum payout of the frozen sick leave as outlined in Sub Sections A & B.

16.12 PRORATE FOR PART-TIME RETURN

For ill or injured employees who return to work part time, initially, all benefits payable or accruable under this Agreement shall be prorated on the same basis as the employee's part time hours bear to full-time employment.

16.13 VERIFICATION

In the event the City shall have reason to suspect that an employee is abusing the utilization of sick leave benefits, the City shall, after warning, have the right to demand documentation from an appropriate professional person to substantiate the employee's need for utilization of sick leave benefits, or, in the alternative, the right to demand the employee submit to a physician of the City's choice for examination and verification of the illness or injury submitted by the employee as the basis for the utilization of sick leave benefits, which examination shall be at the City's expense.

16.14 PENALTY FOR ABUSE

Should the City determine that an employee is abusing the sick leave provisions of this Agreement, the City shall have the right to take appropriate disciplinary action.

16.15 SICK LEAVE FOR FAMILY

Employees may use accumulated sick days each contract year to care for illness within their immediate family, as defined in 17.01 (a).

ARTICLE XVII - LEAVES OF ABSENCE

All absences from employment shall be unexcused unless authorized in this Article, or in some other portion of this Agreement.

17.01 FUNERAL LEAVE

The City agrees employees who suffer the death of a member of their immediate family shall be entitled to the following:

A. Immediate Family

In the event of a death of an employee's immediate family (spouse, child or parent, including step-parents), an employee shall be allowed to take up to seven (7) calendar days off, for which the employee shall be paid a maximum of five (5) days pay.

B. Family Relatives

In the event of death of an employee's family relatives (father-in-law, mother-in-law, brother, brother-in-law, sister, sister-in-law, stepbrothers, stepsisters, son-in-law, daughter-in-law, grandparents, spouse's grandparents, grandchildren, or any other relative living in the same household), the employee shall be allowed three (3) days off with pay. In addition, an employee shall be eligible to receive one (1) day off with pay to attend the funeral of an employee's aunt or uncle, as long as the funeral occurs on a regularly scheduled workday.

- C. **Fellow Departmental Employee**
Employees of a department, in which a regular employee dies, shall be allowed one-half (½) day off, with pay, to attend a fellow employee's funeral, except in cases of emergency where their services are necessary in order to maintain an appropriate level of City function, as determined by the head of the department.
- D. **Funeral Leave for a Retired Employee**
An employee, under this Bargaining Contract, shall be allowed to attend the funeral of a retired departmental employee with the following stipulations: (1) The employee requesting the leave must have worked in the same department and during the same time period as the deceased retiree. (2) The employee requesting the leave shall be allowed up to four (4) hours to attend the funeral. (3) The request may be denied by the head of the department in cases of emergency or when it is necessary to maintain an appropriate number of employees to maintain the level of service.
- E. **Distance Addition**
In the event that a funeral for any of the above is to be held more than three hundred (300) miles from the City of Waterloo, Iowa, one (1) additional day of leave, with pay, shall be granted.
- F. **Unpaid Leave**
In addition, the City hereby agrees to grant additional days off, subject to the discretion of the department head, without pay, for any of the above-mentioned deaths, when a funeral is held outside the radius provided for above, up to a maximum of ten (10) days total leave for the funeral for any one (1) funeral attended. At the employee's option, however, accumulated benefit days, other than sick leave, can be used to secure compensation for this additional time off.
- G. **Notice**
Employees intending to utilize funeral leave, as above provided, shall give notice of such intention to the City as soon as reasonably possible after the decision to attend the funeral is made. Failure to give such notice shall relieve the City of any responsibility to compensate the employee during his/her absence.
- H. **Verification**
For any of the leaves granted, as provided for herein, the City shall be entitled to require verification that the employee, in fact, attended the funeral that they requested the leave to attend.
- I. **Limitations**
1. **Funerals During Vacations**

Should the death and funeral of any of the persons listed above fall during an employee's scheduled vacation, no time off with pay shall be allowed to an employee.

2. Return to Work

The foregoing leaves shall be limited in that an employee, in order to receive compensation as provided herein, shall be required to return to work on the first 1st) workday following the day immediately after the funeral which has been attended.

17.02 JURY DUTY

During an absence for the performance of jury duty, the employee shall be paid at his/her regular rate of pay for eight (8) hours (ten (10) hours for Sanitation Employees) less any compensation for mileage or parking or fees earned by them for service as a juror. Jury panel members will return to work at the time they are released by the judge. However, jurors selected for a case shall be excused for any day in which they are in attendance on a case. Such time off shall be counted as time on duty for purposes of seniority.

17.03 RELIGIOUS LEAVE

Any employee whose religious affiliation requires the observance of holidays, other than those scheduled in this Agreement, shall be excused from his/her employment for the observance of such holiday without pay.

17.04 MATERNITY LEAVE

A. Grant

Maternity leave shall be granted, if requested, by the employee. Any temporary disabilities caused by or attributed to pregnancy and/or childbirth shall be considered a personal illness and all regular sick leave benefits, rules and regulations shall apply the same as any other illness.

B. Extended Maternity Leave Without Pay

A leave of absence beyond the time of medical confinement for pregnancy and childbirth may be granted, without salary or sick leave benefits, for a period not to exceed six (6) months. If an extended leave of absence is anticipated, a request for a leave shall be filed with the Department Head thirty (30) days prior to the anticipated absence.

17.05 MILITARY LEAVE

In the case of military leave, regular full-time and regular part time employees shall be accorded all rights as are prescribed by the Military Code of Iowa. In such event, the employee must present a statement to the Employer, after termination of the military service, which must contain the following information:

- A. The date it is prepared;
- B. The date of induction;
- C. The date of release from duty;
- D. The employee's name;
- E. The employee's rank; and
- F. The title and address of the commanding officer who prepared and executed the statement or certificate.

Failure to file such a statement and report promptly after completion of military service shall subject the affected employee to loss of benefits which may have accrued to them under this Agreement during their absence, and to a loss of entitlement to pay during the periods of time between his/her termination of service and his/her attempted return to work for the City. Further, the employee, upon

prompt filing of the Application for Reinstatement (within thirty (30) days of their discharge from the Armed Forces), shall be entitled to exercise their right of seniority with respect to employment opportunities which may arise within the City's organization.

17.06 EXTENDED LEAVES

Extended leaves may be granted by the City to an employee on the following terms and conditions:

- A. **Good Cause**
Unpaid absence by an employee for an extended period of time, beyond those previously provided for in this Article, may be granted by the City at its sole discretion and for good cause shown.
- B. **Notice and Time Limitation**
In the event an employee desires to secure an extended unpaid leave, he/she shall notify the City of such a request, in writing, which request shall be sufficient if forwarded to the City. The City shall respond to the employee's request in written form, which response shall contain a time limitation. The time, so specified, cannot be extended beyond the current contract year unless otherwise agreed by the parties, and, shall in no event, extend beyond a period of one (1) year from the date of the original application for such leave.
- C. **Termination**
Should an employee fail to so apply, or to return to his/her employment responsibilities at the times specified by the parties, he/she shall be deemed to have terminated his/her employment and shall further forfeit any and all benefits which may have accrued to him/her, and to which he/she may be entitled under this Agreement.
- D. **Benefits**
No benefits shall accrue or be accumulated by an employee on an extended unpaid leave of absence, except for seniority as set forth in Chapter 400.12 Code of Iowa. An employee shall have the option to remain on the City's health insurance, drug prescription and dental plan at their own expense by making satisfactory arrangements with the City.

ARTICLE XVIII - INSURANCE

18.01 MEDICAL/DENTAL/PRESCRIPTION INSURANCE

The City shall provide, for employees covered by this agreement, and his/her dependents, as determined by the insurance carriers, basic medical coverage in a comprehensive major medical format. Coverage is to include inpatient hospitalization, inpatient physician services and outpatient services, dental and a drug prescription plan. Specific plan provisions are described in a separate agreement incorporated by reference to this Agreement.

18.02 EMPLOYEE PARTICIPATION/CONTRIBUTION

In order to be eligible for health insurance benefits, employees (whether single or family coverage) shall contribute to the total monthly premium in the following percentages, subject to the monthly maximums stated below, to be paid by automatic payroll deduction:

		<u>Single</u>	<u>Family</u>
July 1, 2006	5.0%	\$15	\$25
July 1, 2007	5.0%	\$20	\$30
July 1, 2008	5.0%	\$25	\$35

The foregoing is contingent on the Association's review of the alternative medical plan #3 and alternative prescription drug plan #1, as set forth on the plan summary dated 1/31/06.

18.03 SECTION 125 OPTION

Pursuant to the terms and conditions of Section 125 of the Internal Revenue Code, as amended, each employee, at their option, may elect to set aside a portion of their wages, pretax, to be used to pay their incurred medical and child care expenses, only, during the Calendar Year. Any amounts set aside but not used for these purposes shall be forfeited.

18.04 LIFE INSURANCE

The City hereby agrees to furnish and provide, at no cost to the employee, life insurance coverage in the amount of twenty thousand dollars (\$20,000.00). In addition, the policy shall allow individual employees the opportunity to purchase, at their own expense, additional level term life insurance up to a maximum of the employee's salary, rounded to the nearest thousand dollars (\$1000.00) at the basic premium rate charged to the City. Such insurance shall be offered annually, in July, at which time an employee can make the initial purchase, increase the amount to the levels previously outlined or decrease the amount.

18.05 NEW EMPLOYEE COVERAGE

New employees will not be provided paid insurance coverage for the first one hundred twenty (120) days of employment. The employee may purchase a single or family policy with health coverage and prescription coverage at a cost comparable to COBRA premiums. The employee will bear the full cost of this insurance until the expiration of the one hundred twenty (120) day probationary period.

18.06 COBRA

The City will extend current insurance benefits, at the individual's cost, as stipulated by the COBRA legislation and outlined through City policy.

ARTICLE XIX - SAFETY, HEALTH AND WELFARE

19.01 REQUIRED SAFETY EQUIPMENT

Any safety equipment, clothing or other safety devices required by any city, county, state or federal government laws, rules or regulations, shall be furnished by the City, at no cost to the employee, with the following exceptions and limitations.

A. Safety Glasses

The City, in the event prescription safety glasses are required by the employee, shall be

responsible for the cost of the glasses as relates to the safety portion only.

B. Safety Footwear

The City shall reimburse employees who are required to wear safety shoes or boots, up to seventy-five dollars (\$75.00) effective 7/1/02 per contract year and one hundred dollars (\$100.00) effective 7/1/03 per contract year upon presentation of proof of purchase and in accordance with the following provisions:

1. Only one (1) pair of safety footwear may be charged through the City's payroll deduction system per contract year.
2. The employee cannot charge other items, such as socks, etc., through the payroll deduction system except for the one (1) time per year the employee is purchasing their safety footwear.
3. The seventy-five dollars (\$75.00) effective 7/1/02 and one hundred dollars (\$100.00) effective 7/1/03 reimbursement can be used only for the purchase of either safety shoes or boots or boots that will fit over prescribed safety shoes.
4. Payroll deduction for the purchase of safety footwear for individuals other than the employee is prohibited.

C. Gloves - Sanitation Department

1. The City shall furnish gloves to refuse collectors, as needed, not to exceed two (2) pairs per week. In order to be eligible for issuance of a new pair of gloves, the employee must turn in the used pair first.
2. The City shall supply an adequate amount of rubber gloves to be used in inclement weather for adverse conditions; however, the City's obligation to furnish gloves shall not exceed the sum of three hundred dollars (\$300.00) per contract year.

D. Foul Weather Gear

Any employee who is regularly assigned to classifications that are normally expected to perform his/her duties in inclement weather will be furnished appropriate rain gear. In addition, boots and rubber gloves will be furnished to those employees at the Water Pollution Control Plant and the Sewer Department.

E. Uniforms

1. Employees of the Public Works Division except as outlined elsewhere:
The City will provide a uniform consisting of a shirt and pants that will be required to be worn by Public Works employees at all times. These employees shall be given an initial issue of five (5) shirts and five (5) pants. The City agrees to replace up to three (3) shirts and/or pants per year upon the submission of the old uniform. Employees shall be expected to launder and clean the uniform at their expense and to ensure that the uniforms are properly maintained while being worn.
2. Auto Mechanics and Water Pollution Control Plant Mechanics
Employees serving as auto mechanics and mechanics at the Water Pollution Control

Plant shall be furnished one (1) clean uniform for each workday.

3. Airport Maintenance Workers

The Airport Commission will provide a uniform consisting of a shirt and pants that will be required to be worn by Airport Maintenance employees at all times. These employees shall be given an initial issue of three (3) shirts and three (3) pants. The Airport Commission agrees to replace up to one (1) shirt and/or a pair of pants per year upon the submission of the old uniform. Employees shall be expected to launder and clean the uniforms at their expense and to ensure that the uniforms are properly maintained while being worn.

F. Refuse Collection - Weight and Bag Limitations

The City agrees no refuse collector shall be required to pick up a garbage container weighing more than forty (40) pounds.

19.02 SAFETY COMMITTEE

The City and the Union agree that departmental safety committees shall meet on a regular basis, as established by the safety policy of the City.

ARTICLE XX - EFFICIENCY IN OPERATION

20.01 COOPERATION TO ELIMINATE WASTE

It is agreed the Union and the employees represented thereby will cooperate with the City in an effort to reduce to a minimum all practices which will result in a loss of efficiency and needless expense. Inasmuch as waste is comprehensive in scope, it is understood and it is impossible to enumerate all the practices, which might be involved.

20.02 ON-THE-JOB TRAINING

The Union hereby agrees neither it, nor the employees represented by it, will directly or indirectly, oppose or interfere with the legitimate and reasonable efforts of the City to maintain and improve the skill, ability and production of the working force.

20.03 COOPERATION

The parties hereto agree that the City, the Union and the employees represented thereby, recognize there is an obligation on the part of each employee to give honest, efficient and economical service in the performance of his/her duties to the end that the public to be served shall receive the most efficient, economical service possible, and at the highest caliber and level.

20.04 PERFORMANCE EVALUATION

A. Use and Purpose

It is agreed that employee performance evaluations shall be used for the purposes of improving an employee's individual performance, acknowledging an employee's accomplishments and to provide an opportunity for an employee to improve in designated areas of sub-standard performance. The evaluation shall be used as a reference source when reviewing employee performance for purposes of promotional appointments and disciplinary action.

The parties agree that any evaluation appraisal system used by the City shall be carried out in a uniform manner. See Exhibit "D" for Performance Evaluation to be used for all employees covered by this Contract. The following are the provisions of this system:

1. Each department head shall provide an annual evaluation of all permanent employees in his/her department. This evaluation shall be completed by the employee's immediate non-bargaining supervisor and shall include a discussion with the employee for the purposes of determining goals and evaluating progress toward better performance and personal development. Information to complete the evaluation may be obtained from the employee's foreman.
2. Each employee shall be given a copy of the completed evaluation form prepared by his/her supervisor regarding his/her performance during the past year.
3. The evaluation report shall be signed by the employee and a copy retained by the department head and a copy forwarded to the Human Resources Department for inclusion in the employee's personnel file.
4. In the event an employee disagrees with his/her performance evaluation rating, he/she may so indicate in the space provided. An employee receiving an overall rating below satisfactory may request a written statement from the evaluator substantiating those areas where the employee has been found to be unsatisfactory. In addition, the employee shall be re-evaluated after a six (6) month period of time. If the employee's overall rating has not improved following the six (6) month re-evaluation, both evaluation forms shall remain in the Personnel File and the employee shall be re-evaluated a second (2nd) time within ninety (90) days. Following the second (2nd) re-evaluation, if the overall rating of the employee is still below satisfactory, the department head may commence disciplinary action. The employee shall have the right to file a grievance concerning the overall re-evaluation rating and any disciplinary action that was taken.

ARTICLE XXI - MISCELLANEOUS

21.01 THREE (3) YEAR TERM

This Agreement shall be in full force and in effect from and after July 1, 2006 to and including June 30, 2009 and shall continue in full force and effect from year to year thereafter, unless either party shall give written notice to the other of their intention and desire to change and/or modify, amend or terminate the same no later than the first (1st) day of October preceding the expiration date of this Agreement, or any annual renewal period thereof.

21.02 MAINTENANCE OF STANDARDS

Except to the extent expressly modified or governed by the terms of this Agreement, the level of benefits in the following areas in effect at the execution of this Agreement shall be maintained at their present level during the term of this Agreement:

- A. Wages
- B. Hours
- C. Vacation
- D. Insurance

- E. Holidays
- F. Leaves of Absence
- G. Shift Differential
- H. Overtime Compensation
- I. Supplemental Pay
- J. Seniority
- K. Transfer Procedure
- L. Job Classification
- M. Health and Safety Matters
- N. Evaluation Procedures
- O. Procedures for Staff Reductions
- P. In-Service Training

Any alteration, by the City, during the term of this Agreement of any of the above-enumerated benefits not provided for in this Agreement shall be subject to consent of the union and/or the affected employee, which consent shall not be unreasonably withheld. The City shall give written notice of any proposed change to the Union and any affected employee. Thereafter, the terms and provisions of Article VIII-Grievance Procedure, shall control.

21.03 SEPARABILITY AND SAVINGS

If any Article or Section of this Agreement, or any Addendums thereto should be held invalid by operation of law, or by any agency of competent jurisdiction, or if compliance with or enforcement of any Article or Section should be restrained by any court or agency, the remainder of this Agreement, and all Addendums thereto, shall not be affected thereby, and the remainder of this Agreement, and any Addendum attached thereto, shall remain in full force and effect for the life of this Agreement.

21.04 WAIVER

No waiver or variation of the terms of this Agreement shall be made in this Agreement by any City representative or any individual employee or group of employees unless such Agreement is made with the full knowledge and sanction by the City and the Union. Further, any such unauthorized waiver or variation of the terms of this Agreement by either party shall not constitute a precedent for future enforcement of all terms and conditions therein.

21.05 BONDS

Should the City require any employee to give a bond, a cash bond shall not be compulsory, and any premium for any purchased bond shall be paid by the City.

21.06 COMPENSATION CLAIMS

The City agrees to exert all reasonable efforts to obtain prompt payment of injury compensation claims by and through their compensation insurance carrier.

21.07 PAGERS

For employees who are on call for the Street, Sewer or Electrical Departments, the City agrees to provide a pager for each on-call employee. The employee who is on call must insure that he/she stays within the range of the pager signal, and promptly responds if contacted.

21.08 TOOLS/TOOL ALLOWANCE

For employees of the Electrical Department and Central Garage who have completed their one

hundred twenty (120) day probationary period for new employees, or their thirty (30) day break-in period for transferred employees, they shall be allowed a tool allowance as hereinafter provided. In order to be eligible for reimbursement for employee expenditures for this purpose, the employee must present the purchase receipt as proof of purchase of the tools prior to receiving payment. The tool allowance shall be as follows:

- A. Central Garage Mechanics and one (1) Street Department Mechanic-\$250.00 per year
- B. Electrical Department \$150.00 per year

21.09 COMMERCIAL DRIVER'S LICENSE

All City employees who must maintain a valid Iowa Commercial Driver's License as part of the current job requirements shall be subject to immediate layoff if the Commercial Driver's License is revoked. In addition, the City will not pay for reinstatement costs for employees who have lost his/her CDL, including the testing cost and any other associated fees. All new employees who are hired in job classifications requiring a CDL, shall be responsible for all costs associated with the basic license and shall be expected to have obtained the license within the time frame outlined in the Civil Service Notice. The City shall be responsible for any cost associated with those endorsements that an employee might require while working in his/her assigned job classifications.

21.10 CONTRACT REOPENER

It is understood and agreed by and between the parties that this Agreement shall reopen for purposes of further negotiation and Agreement on the below-listed subject, if the reopening is desired by either party and written notice by the party desiring to reopen is given to the other of their initiative and desire to reopen on the following status:

- A. For Contract Year beginning on July 1, 2009.
This Contractual Agreement shall reopen in its entirety.

DATED AT WATERLOO, IOWA, ON THIS _____ DAY OF _____ 2006

CITY OF WATERLOO, IOWA

MUNICIPAL EMPLOYEES LOCAL UNION
NO. 353, AFFILIATED WITH LABORERS
INTERNATIONAL UNION OF NORTH
AMERICA, AFL-CIO

BY _____
MAYOR

BY _____

BY _____
HUMAN RESOURCES DIRECTOR

BY _____

BY _____

EXHIBIT A – WAGES MUNICIPAL EMPLOYEES LOCAL UNION NO. 353

Department	Classification	7/1/06 (3.0%)	7/1/07 (3.5%)	7/1/08 (4.0%)
Airport	Maintenance Worker	\$18.91	\$19.57	\$20.35
Building Inspections	Inspector I	\$19.18	\$19.85	\$20.64
	Building Inspector II	\$20.23	\$20.94	\$21.78
	Combination Inspector II	\$20.23	\$20.94	\$21.78
	Chief Inspector Electrical	\$21.95	\$22.72	\$23.63
	Chief Inspector HVAC	\$21.95	\$22.72	\$23.63
	Chief Inspector Plumbing	\$21.95	\$22.72	\$23.63
	Chief Inspector Building	\$21.95	\$22.72	\$23.63
	Chief Combination Inspector	\$21.95	\$22.72	\$23.63
Building Maintenance	Facilities Maintenance Electrical	\$20.64	\$21.36	\$22.21
	Facilities Maintenance Plumbing	\$20.64	\$21.36	\$22.21
	Facilities Maintenance HVAC	\$20.64	\$21.36	\$22.21
Central Garage	Mechanic	\$20.03	\$20.73	\$21.56
Engineering	Draftsperson	\$18.25	\$18.89	\$19.65
	Engineering Technician	\$20.23	\$20.94	\$21.78
Fire	Mechanic	\$20.03	\$20.73	\$21.56
Leisure Services	Park Maintenance I	\$18.35	\$18.99	\$19.75
	Park Maintenance II Construction	\$18.91	\$19.57	\$20.35
	Park Maintenance II Forestry	\$18.91	\$19.57	\$20.35
	Park Maintenance II Mechanic	\$18.91	\$19.57	\$20.35
	Park Maintenance III Heavy Equipment	\$19.57	\$20.25	\$21.06
	Park Maintenance IV Plumber	\$20.98	\$21.71	\$22.58

Department	Classification	7/1/06 (3.0%)	7/1/07 (3.5%)	7/1/08 (4.0%)
Leisure Services	Crew Leader	\$19.99	\$20.69	\$21.52
	Forestry Foreman	\$20.98	\$21.71	\$22.58
	Construction Foreman	\$20.98	\$21.71	\$22.58
	Golf Course Maintenance I	\$18.35	\$18.99	\$19.75
	Golf Course Maintenance II	\$20.26	\$20.97	\$21.81
	Golf Course Maintenance III	\$21.31	\$22.06	\$22.94
	Custodial/Maintenance	\$15.47	\$16.01	\$16.65
Street Department	Laborer	\$17.84	\$18.46	\$19.20
	Equipment Operator I	\$18.35	\$18.99	\$19.75
	Equipment Operator II	\$18.91	\$19.57	\$20.35
	Equipment Operator III	\$19.60	\$20.29	\$21.10
	Welder/Mechanic	\$20.03	\$20.73	\$21.56
	Street Foreman	\$21.95	\$22.72	\$23.63
Traffic Operations	Maintenance Electrician	\$20.03	\$20.73	\$21.56
	Electrical Foreman	\$21.95	\$22.72	\$23.63
	Signal Technician I	\$19.37	\$20.05	\$20.85
	Signal Technician II	\$20.86	\$21.59	\$22.45
	Traffic Signal Foreman	\$21.95	\$22.72	\$23.63
	Sign & Traffic Foreman	\$21.95	\$22.72	\$23.63
	Sign & Traffic Equipment Operator	\$18.91	\$19.57	\$20.35
	Meter Repairman	\$18.35	\$18.99	\$19.75
Waste Management	Solid Waste Operator	\$18.35	\$18.99	\$19.75
	Solid Waste Foreman	\$21.95	\$22.72	\$23.63

Department	Classification	7/1/06 (3.0%)	7/1/07 (3.5%)	7/1/08 (4.0%)
Waste Management	Waste Services Technician	\$18.91	\$19.57	\$20.35
	Lab Technician I	\$18.35	\$18.99	\$19.75
	Lab Technician II	\$19.98	\$20.68	\$21.51
	Waste Water Operator	\$19.07	\$19.74	\$20.53
	Treatment Operations Foreman	\$21.95	\$22.72	\$23.63
	Sewer Maintenance Worker	\$18.91	\$19.57	\$20.35
	Collection System Foreman	\$21.95	\$22.72	\$23.63
	Maintenance Mechanic	\$20.03	\$20.73	\$21.56
	Maintenance Foreman	\$21.95	\$22.72	\$23.63
	Instrumentation Control Technician	\$20.03	\$20.73	\$21.56
	Instrumentation Control Foreman	\$21.95	\$22.72	\$23.63

** Special negotiated increase for this job classification

EXHIBIT B ADDENDUM - AIRPORT

This Addendum made and entered into on October, 1989, by and between the City of Waterloo, Black Hawk County, Iowa, and the Municipal Employee's Local Union No. 353, affiliated with Laborer's International Union of North America, AFL-CIO, in supplement of their main Agreement with specific respect to maintenance employees assigned to duty at the Waterloo Municipal Airport.

In consideration of the provisions herein contained, the parties hereto hereby agree as follows:

I. Shifts and Shift Differential

The Parties hereby agree that the Work Force, under the jurisdiction of this Agreement and assigned to duty at the Waterloo Municipal Airport shall be divided into work shifts as follows:

A. First Shift

The first shift shall consist of and commence at 7:30 a.m. and continue through 3:30 p.m., Monday through Friday, which shift shall include a 20-minute paid lunch.

II. Special Weekend/Holiday Employee

In order to avoid unnecessary disruption of the regular employee's schedule on weekends and holidays, the parties hereby agree that a maintenance position shall be utilized for which the following shall govern and control with respect to the hours of work and benefits due the employee who shall fill the position.

A. Regular Work Hours

The regular work hours for this position shall commence at 6:00 a.m. and conclude at 11:30 p.m., or whenever the work has been completed, on each Saturday, and commence at 6:00 a.m., and conclude at 11:30 p.m., or whenever the work is completed, on each Sunday, through the 52 weekends per year. In addition, on each holiday, hereinafter listed, the employee's work day shall commence at 6:00 a.m. and conclude at 11:30 p.m., or whenever the work is completed, which holidays shall include the following: New Year's Day, Martin Luther King's Birthday, Memorial Day, Independence Day, Labor Day, Veteran's Day, Thanksgiving Day, day after Thanksgiving, Christmas Day, and the day before or after Christmas at the discretion of the Mayor.

B. Holiday Pay

The employee filling this position shall receive a total eighty-eight (88) hours holiday pay per year, which shall include each of the above listed holidays, and also the employee's birthday. The amounts due as holiday pay shall be paid in the pay period following the holiday as per practice with other employees.

C. Vacation

The employee filling this position shall be entitled to vacation pursuant to the formula contained in the principal contractual Agreement between the parties, except that, each week shall equate to a weekend insofar as the employee's entitlement to time off. (For example, one week of vacation would equate to one weekend off for this employee.)

- D. Personal Days
The employee filling this position shall be entitled to two 18-hour personal days, as opposed to four 8-hour personal days as provided in the Contract.
- E. Sick Days
The employee filling this position shall be entitled to six 18-hour sick days per year, as opposed to the twelve 8-hour sick days as provided for in the master Agreement. All pro-rata for bonus and banking shall be made on the foregoing basis.
- F. The foregoing arrangement will be applicable to the individual employee assigned to the above schedule on a permanent full time basis and to alternate employees assigned on a scheduled basis to fill in for vacations and pre-determined time off. Emergency situations will be handled under the applicable overtime provisions.
- G. Exceptions
The regularly assigned employee to the above shift will receive no overtime payment in cash, until he/she has accumulated in excess of fifty-four hours of overtime, which will be allocated for a full work year of 2080 hours.
- H. Shift Changes to Cover Weekend Employee's Vacation and Personal Days
Three of the six weekends that the regularly assigned weekend employee is off will be covered through a seniority rotation to be determined by the non-weekend employees. The non-weekend employee filling in will have their choice of time off for working the weekend of the week before or the week after the weekend that they cover.

III. Recall and Overtime

With respect to the recall of employees and the payment of overtime to perform services for the employer at the Waterloo Municipal Airport, the parties hereto hereby agree as follows:

- A. Airport Director
The Airport Director can operate Airport vehicles at anytime to assist the maintenance employees and can operate any of the equipment if the maximum employees have been called in on a shift.
- B. Last Employee Called in for Overtime
The employee assigned to the weekend shift shall be the last employee called in per shift during the week for overtime and shall be the first employee to leave during a shift.
- C. Overtime Assignments
Overtime will be assigned in accordance with the Union Contract. Beepers will be provided to the non-weekend employees with the Airport Commission covering 50% of the cost of purchase.

IV. Wages

Wages for the Airport Maintenance Workers shall be outlined in Exhibit "A" of the Collective Bargaining Agreement.

EXHIBIT C ADDENDUM - PARK DEPARTMENT

Addendum to the Collective Bargaining Agreement for Laborers Local Union No. 353

This proposed Addendum to the Collective Bargaining Agreement between the City of Waterloo and Laborers Local No. 353 is intended to apply to only those individuals hired as Park Maintenance I employees on the seven month funding basis. Any changes to the stipulations outlined below shall be mutually agreed upon by both City of Waterloo and the certified bargaining representative.

Health Insurance Package

Individuals employed under this Addendum will be given full health, dental, prescription and life insurance benefits during that period of time that they are actually working. Upon layoff, these individuals will have the option of purchasing the insurance package, at the employees' cost excluding life insurance, for the duration of the layoff.

Vacation

Individuals employed under this Addendum will earn vacation during that period of time they actually work based on the percentage of the year worked times the vacation weeks for which the employee is eligible under the collective bargaining agreement. During the first year it is anticipated that the employees will work seven months; consequently they would earn 23½ hours (7/12 of 40 hours). The employees would have an option of receiving a payout of these earned vacation hours when laid off in November or scheduling these accrued hours for use during the next work year.

Sick Leave

The employees under this Addendum will accrue 8 hours per month of sick leave during the months of April, May and June and will receive a 25% payout as stipulated by the contract when laid off. Sick leave accrued and not used from July to layoff will be stored and the 25% payout made during the following year. An employee who is receiving disability, as outlined in Article 16.04 of the contract, at the time of layoff, will continue to receive such payments during the period of layoff and will be recalled to active employment at the same time as the other employees. If the individual is still unable to return to active employment, at the time of recall, they will continue to receive the disability payments.

Personal Days

The collective bargaining agreement stipulates that an individual must work a full quarter to earn one personal day. Since the individuals working under this addendum will work seven months during the first year, but only one full quarter, it is proposed that these employees received a proportional percentage of personal days based on the time worked. If this formula is used, these employees would receive seven/twelfths of thirty-two hours or approximately 19 hours of personal time to be used during the following contract year, starting July of 1990.

Holidays

Holidays listed below are those, which will occur during the seven-month period of time, which these employees will be working:

Memorial Day
Independence Day
Labor Day
Birthday (Floating holiday)

An employee regularly scheduled to work and who does work on a holiday will receive double time plus eight hours of holiday pay. An employee will be compensated for a holiday, which falls on an employee's regularly, scheduled day off by receiving eight hours of holiday pay.

Probationary Period

These employees will be hired with the standard 4-month probationary period, during which time they will be evaluated on a monthly basis. The employees will be paid \$1.00 per hour less than the contracted rate for Park Maintenance I during the probationary period and will be eligible for monthly increases based on satisfactory evaluation.

Compensatory Time

An employee who wishes to accrue compensatory time for any overtime or double time worked instead of receiving overtime or double time pay will be allowed to do so. Such hours will be stored and paid out if unused at the time of layoff.

Longevity

Longevity pay for employees working under this Addendum will be paid after thirty-six months of actual work in accordance with the schedule outlined in the Collective Bargaining Agreement.

Seniority

Seniority will be tracked and accrued based on actual months worked. Eventually, when the individuals become full time year-round employees a fictitious seniority date will be established based on actual months worked.

Work Hours and Work Schedule

If a work schedule is established other than day hours Monday through Friday, an addendum stipulating the scheduled hours will be assigned.

Funeral leave, jury duty, religious leave, maternity leave, military leave

Employees working under this Addendum will receive time off, as outlined in the contract, for this type of leave during that period of the year that they are actually working.